

YEAR 2021-2023

UNIVERSITE CLAUDE BERNARD LYON 1

And

THE AMERICAN ASSOCIATION FOR THE ADVANCEMENT OF SCIENCE

COUPERIN LICENSE AGREEMENT SCIENCE ONLINE JOURNALS

LICENSE AGREEMENT

SCIENCE ONLINE JOURNALS

Between

UNIVERSITE CLAUDE BERNARD LYON 1

43, Boulevard du 11 novembre 1918

69622 VILLEURBANNE CEDEX

SIRET Number: 19691774400019

APE (Principal Activity) Code: 85.42 Z

Intra-Community VAT: FR61196917744

Represented by Frédéric Fleury

President of Claude Bernard University Lyon 1

Establishment coordinating the Couperin group of orders

(Hereinafter referred to as « The Coordinator »)

and

The American Association for the Advancement of Science

1200 New York Avenue, NW

Washington DC 20005, USA

(Hereinafter referred to as the « Licensor or Publisher »)

Represented by Emilie L. David

Director, Copyright, Licensing

and Special Projects

This license agreement (hereinafter referred to as the « Agreement ») between the Subscribing Members and the Licensor is established for a duration of 3 years starting from the 1st of January 2021 (hereinafter referred as the « Date of entry») to 31st of December 2023.

This license agreement has been drafted along the model of contract intended for e-journals by the Couperin consortium.

This agreement is to be concluded following a negotiation conducted by the consortium.

Owing to the mutual agreements herein stated and of a tangible contribution deemed as received and sufficient, the parties hereby agree on the following clauses:

1. PREAMBLE

This license Agreement provides online access to the licensed resource as listed in Appendix 2 and is subject to a public procurement procedure (procurement reference number 201066S) for the provision of current equipment and services related to the subscription to electronic journals as agreed by the Coordinator and the Licensor.

The Licensor offers, through the Internet, e-versions of copyright documents. The resource consists in *e-journals with multimedia supplement* herein- after referred as « Content published by AAAS»). See appendices for the list of journals, works or modules which the supplier commits to providing access to during the term of any subscription.

The purpose of the procurement document n°21066S is to provide Subscribing Members with access to e-versions of the products listed in Appendix 2.

The « Agreement » shall refer to this document and its appendices as listed below:

1. The Cahier des clauses particulières (CCP) (Special Conditions of Contract) holding for the acte d'engagement (AE) (Binding Act)
2. The cahier des clauses administratives générales (CCAG FCS) (General Conditions of Contract) applicable to a public tendering procedure relating to the provision of current equipment and services as approved by the order dated March 30, 2021.
3. The procurement reply framework and guidelines, including the financial offer of the Licensor and the following 4 documents in appendix:
 - Appendix 1 : The financial offer of the AAAS for the group of orders including the financial breakdown for each member institution of the AAAS group of orders
 - Appendix 2 : The list of subscribed journals for each member institution of the group of orders
 - Appendix 3 : The present license agreement in its French and English versions, including its appendixes
 - Appendix 4 : The certificate of exclusivity provided by the AAAS in a French/English version

In the event of contradiction between the different documents, the high-level document shall prevail for the obligation involved.

2. DEFINITIONS

In this Agreement, the following terms, whenever used, shall have the following meaning as defined below:

« **COORDINATOR** » herein **UNIVERSITE CLAUDE BERNARD LYON 1** is the establishment coordinating the group of orders for Subscribing Members (to clarify, **UNIVERSITE CLAUDE BERNARD LYON 1** may also be considered a **SUBSCRIBING MEMBER** under this Agreement).

« **SUBSCRIBING MEMBER**. »: A non-profit university, other educational institution or research organization that is in membership of the Consortium Couperin.org which has agreed by virtue of its membership to be bound by the terms and conditions of this Agreement as a party to the group of orders listed in the attached Appendix 3.

« **AUTHORIZED USERS** » For the purposes of this Agreement, the « Authorized users » of the Subscribing Member are the following persons:

- Subscribing Member's students who are reported in Subscribing Member's FTE including those enrolled in initial and continuing education; students on internship in the establishment, in the framework of an internship agreement; students enrolled in the establishment and partly studying in another establishment; PhD students in a jointly-approved doctorate with partner establishments.
- Researchers and Researchers-lecturers members of the faculty or laboratories of the Subscribing Member's establishment, wherever they work, including in other countries; staff temporarily in charge of teaching in the establishment; or researchers from another establishment invited by the Subscribing Member to do work at or for the Subscribing Member's establishment.
- The establishment's permanent staff, wherever they work.
- Anyone with official library registration, whether as part of an agreement, or as an individual, provided he/she is registered into the e- directory of the Subscribing Member and whose access to the Licensed Resource(s) is under the control of the Subscribing Member.
- Visitors or walk-in users may access the resource only from computers on the establishment premises.

- Other users as may be authorized in writing by and at the sole discretion of the Publisher. For the Term of this Agreement Publisher agrees that researchers under convention with the Subscribing Member shall be considered Authorized Users.

« **LICENSED RESOURCE(S)** »: the licensed Resource(s) covered by this Agreement as detailed in Appendix 2 attached to this Agreement (hereinafter referred to « Licensed Resource(s) »).

« **PEDAGOGICAL PURPOSE** »: refers to pedagogical, teaching, e-learning, private study or research purposes.

« **INTELLECTUAL PROPERTY** »: refers to trademarks, patent applications or granted patents, copyright, design rights, property rights to intellectual works, derivative works or any other protection element of intellectual creation.

« **SECURE NETWORK** »: refers to a network that can only be accessed with secure sign-on or an authentication process consistent with current best practice, accessible only to Authorized Users.

« **SECURE ACCESS** »: refers to the authorized users' controlled access to the licensed resource:
 - Through the domain name(s) and the specific categories of Internet Protocol ("IP") addresses in Appendix 3;
 Also refers to the authorized remote users' secure or "on-the-go" access, from any location in and outside the establishment premises.

« **REMOTE ACCESS** » refers to secure and "on-the-go" access that is controlled by the Subscribing Member with a SSO (Single Sign On) system via proxy-type servers, as VPN products, DAP Directories, or any other identification and authentication such as access control systems to subscribed web services (identity federation by the Shibboleth¹ protocol).

It may also refer to any sign-on system that could be developed in the future and would be approved by the Licensor and Subscribing Member by amendment to this Agreement. Access to the site via open proxies and other non-authenticated proxy servers is prohibited.

« **ACCESS RIGHTS** »: refers to the rights of the Subscribing Member to access the Licensed Resource and use it as covered by the License Fee and the terms herein.

« **COMMERCIAL USE** »: refers to the use of the Licensed Resource with the aim of deriving some benefit (from or for Subscribing Member or an authorized user) through the sale, re-sale, loan, rental or any other form of use of the Licensed Resource.

Neither the Access Rights nor the payment of a financial contribution by the Authorized Users to the Subscribing Member, nor the use by Subscribing Member or the Authorized Users of the licensed resource as part of some research work funded by a commercial organization are considered as commercial uses.

« **SUBSCRIPTION DURATION** »: refers to the time during which access to the Licensed Resource described in Appendix 2 is available. Start and end dates for Subscription Duration also appear in Appendix 2.

3. AGREEMENT

The parties have agreed on the following Agreement:

¹ Description à <https://www.incommon.org/software/shibboleth/http://shibboleth.internet2.edu/> (lien visité le 27/03/21), <https://services.renater.fr/federation/introduction/la-federation-education-recherche/index>, <https://services.renater.fr/federation/participants/sac> (lien visité le 27/03/21).

Article 1. CONTENTS OF THE LICENSED RESOURCE; LICENSING

1.1 The Licensor herein grants Subscribing Member the non-exclusive right to use the Licensed Resource and to allow Authorized Users to access the Licensed Resource through the Subscribing Member's Secure Network in accordance with this Agreement.

1.2 Subscribing Member acknowledges that the Licensed Resource is protected by copyright or by database rights. All rights not expressly granted on a specific basis to the Subscriber are expressly reserved.

1.3 If Subscribing Member provides public access to its library collection, he may also provide access and authorize use of the Licensed Resource by members of the public for study or research purposes pursuant to the terms of this Agreement provided such individual meets the criteria for "Authorized Users" above.

Article 2. AUTHORIZED ACCESS

2.1 The Licensor provides controlled access to the licensed resource through the domain name(s) and the specific categories of Internet Protocol ("IP") addresses mentioned by Subscribing Member in Appendix 3 and via Secure Access methods.

The Licensor allows remote, secure and "on-the-go" access from any geographical point located on and outside the establishment's site.: « REMOTE ACCESS » as defined above.

Article 3. AUTHORIZED USE

3.1 The Licensor allows the Authorized users:

3.1.1 to browse, search, query, view separate articles for teaching or personal use;

3.1.2 to download and save separate articles; data and statistics; to print copies of articles, for personal use;

3.1.3 Reproduction and saving are limited to a reasonable number of single copies of separate articles. Authorized users shall not be allowed to print and save a whole document (journal or book);

3.1.4 to occasionally and non-systematically share limited amounts of the Licensed Resource with unauthorized persons, on an individual basis, for joint research work or for studying purposes without any commercial publication purpose; for the avoidance of doubt, posting of articles to Scholarly Collaboration Networks or other article sharing networks is not permitted under this License;

3.1.5 to only use a reasonable amount of the Licensed Resource as a contribution to lecture material or other teaching aids used at or for the Member institution, including partial reproduction of the licensed resource on Member's dedicated course websites or instructional media. The aforementioned granting of rights shall not apply to portions of the Licensed Resource that are credited to third party sources.

This shall apply to lecture material and other teaching aids under non-digital and unprinted format such as Braille;

3.1.6 use print or digital extracts from the licensed resource in academic papers such as theses or master's dissertations in accordance with the Publisher's policy on theses and dissertations, a copy of which is appended hereto in Appendix 5.

3.1.7 to perform any Data and Text Mining activities on available data for academic research purposes, in compliance with the law dated October 7th, 2016², namely the French Law for a Digital Republic and subject to the terms and conditions in Appendix 4 below. Corporate Entities and/or Members who are interested in using the Licensed Resources for text and data mining projects that are commercial in nature or that are for external activities or purposes should contact the AAAS Licensing Department to negotiate a separate License Agreement.

3.2 PEB (inter-library loan service)

The electronic format of the Licensed Resource may be used as inter-library loan resource (herein referred to as « PEB ») by which the licensed resource (articles, chapters) may be printed and the print copies mailed by post, fax or through a service using a fax to meet the PEB demands from any university, research, or other non-commercial library.

The PEB (inter-library loan service) through secure electronic transmission is authorized. The transmitted files shall include copyright notices and comply with copyright legislation and the requesting library will be instructed to delete the electronic file immediately after delivery to the end user and provided the end user is instructed not to further distribute the article copy.

3.3 Research via a web portal

Subscribing Member may design and deploy collaborative tools such as document/resource portals or Discovery tools described in a technical notice providing the necessary elements to control access limitations (Appendix 3 of the Licensed Agreement) to the Licensed Resource.

The Licensor shall do its utmost to facilitate interoperability between the Licensor's website and Subscribing Member database through link solvers and shall particularly make all best efforts at passing on all the information required for adequately referencing the Licensed Resource to those tool designers.

3.4. Privacy: The Licensor shall comply, to the best of the Licensor's ability, with the CNIL (National Data Protection Authority) recommendations concerning the protection of personal data.

We particularly recall that Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th 2016 stipulates in its art. 5 that "*Personal data shall be collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes*" and in art. 46 that "*In the absence of a decision pursuant to Article 45(3), a controller or processor may transfer personal data to a third country or an international organisation only if the controller or processor has provided appropriate safeguards, and on condition that enforceable data subject rights and effective legal remedies for data subjects are available*".

Both parties shall comply with all the requirements of Data Protection Legislation applicable to their roles as Subcontractor or Processing Supervisor as the case may be. This clause is in addition to the obligations of both parties under Data Protection Legislation and in no way releases either party from the latter obligations or supersedes or replaces these obligations.

² LOI n° 2016-1321 du 7 octobre 2016 pour une République numérique (article 18 bis). Voir aussi L. 122-5 – 10° du CPI

Article 4. POST-TERMINATION AND TRIGGER EVENTS

4.1 Except in the case of termination for cause, and with the exception of *Science Classic*, should a Member discontinue subscription to the Licensed Materials or certain electronic resources comprising the Licensed Materials, that Member shall retain access rights to the portions of the Licensed Materials that Member had access to while Member's subscription was active and in good standing. Provision of the previously subscribed to content will be via one of the following options:

i) granting access to the same Licensed Material through the e-journals archiving solution known as Portico or other e-journals archiving solution as Publisher may have an agreement with. For the avoidance of doubt access and use of archival copies shall be subject to the terms and conditions as set forth by the archiving solution;

ii) supplying archival copies of the same Licensed Material to the Member in an electronic medium mutually agreed between the parties (subject to reasonable delivery charges to cover the supply cost as established by the Publisher). For the avoidance of doubt access and use of archival copies shall be subject to the terms and conditions of this Agreement.

iii) The parties agree to continue to discuss the National French deposit PANIST system and its ability to serve as a digital archive to fulfill perpetual access rights and ability to handle local hosting. These discussions shall not be construed as creating any obligation on the part of the Licensor to extend to Subscribing Members the rights to use PANIST to fulfill perpetual access rights or provide local hosting.

4.2 Ongoing Access Rights to *Science Classic* for Members who make a One-Time Purchase of the *Science Classic* back issue file: Publisher intends to retain full-text versions of all articles for all issues within *Science Classic* and to continue to make this database available to all current Subscribing Members. In the unlikely event that it proves infeasible for the Publisher to maintain the ongoing availability of the contents of *Science Classic*, Publisher intends to make the archive available to those Subscribing Members who purchased *Science Classic* via the One-Time Purchase option.

4.3 Publisher has partnered with CLOCKSS to safeguard access to content in the Science family of journals in the event of an unforeseen "trigger event" such as a natural disaster. Under the agreement, content will be preserved in CLOCKSS e-journals and ebooks, across a geographically and geopolitically distributed network of redundant archive nodes, located at 12 major research libraries around the world. In the unlikely event of an earthquake or other unforeseen scenario that might otherwise limit access to Science online journals content, it will remain protected and available, via the CLOCKSS network.

Article 5. SPECIFIC USE LIMITATIONS CONCERNING THE LICENSED RESOURCE

5.1 Neither Subscribing Member nor its Authorized users may modify, adapt, transform, translate or create some derivative work on any medium on the basis of or including some content from the Licensed Resource, or use such resource in any other way that might infringe copyright or any other related property rights. Removing, masking or altering in any way all copyright, trademark or other proprietary notices, author's comments or disclaimers included by the Licensor in the Licensed Resource are forbidden. Subscribing Member shall publish appropriate notices and take reasonable measures to ensure that the Authorized users have been notified of the conditions of application of copyright legislation and of the limitations under the Agreement concerning reproduction, use and dissemination of the Licensed Resource.

5.2 Publishing articles, chapters, booklets or full books on institutional or personal websites is prohibited.

5.3 Using the Licensed Resource, either directly or indirectly, for any of the following purposes is not permitted:

5.3.1 Systematic or bulk reproduction whether for non-lucrative or commercial use or against payment or freely.

5.3.2 Re-dissemination, resale or sub-licensing in any manner including in relation with a paid service except as described in Appendix 1.

5.3.3 The provision or systematic dissemination of single or multiple copies, whatever their format, to anyone who is not an Authorized user.

5.3.4 The dissemination of part of the Licensed Resource on any electronic network other than [the Subscribing Member's] secure network.

5.4 Using part of or the whole Licensed Resource for profit (whether by Subscribing Member or any Authorized user) through/by the sale, transfer or any other form of exploitation of the Licensed Resource requires the Licensor's express authorization. The reproduction or mass dissemination of print or electronic copies of the Licensed Resource for commercial or marketing purposes is specifically forbidden.

Article 6. THE LICENSOR'S OBLIGATIONS

6.1 From the subscription date, the Licensor shall provide Subscribing Member and the Authorized users with the Licensed Resource in digital format.

6.2 The Licensor shall do its utmost to guarantee the Subscribing Member uninterrupted online access and continuous provision of the Licensed Resource in accordance with the Agreement and to restore access to the Licensed Resource as soon as possible in the event of some service interruption or suspension due to the Licensor's server failure. If the Licensor cannot provide access over forty-eight (48) consecutive hours, then the period of validity of the current License Agreement shall be extended by a period equivalent to the length of the suspension without any additional charge for Subscribing Member.

6.3 The Licensor reserves the right to withdraw from the Licensed Resource a resource or part of a resource whose publishing rights he no longer holds or which he reasonably suspects of infringing copyright or of being illicit in another way. Written notice of such a withdrawal shall be given by the Licensor.

In the event of withdrawal of part of the Licensed Resource as mentioned in Appendix 2, Publisher shall make a pro rata refund of part of the Fee if the withdrawn material represents more than ten percent (10%) of the items in the Licensed Materials during the Subscription term.

6.4 During office hours, the Licensor provides the Authorized users with a helpdesk and support service by e-mail, telephone and/or fax, including an e-mail response service to questions related to the use, functionalities, and contents of the Licensed Resource. Response must be provided within 24 hours.

6.5 The Licensor is committed to providing Subscribing Member with documentation about its e-products. The Licensor allows Subscribing Member to copy the documentation for Authorized users, provided it is full reproduction and that it bears the mention of the property of the Licensor.

6.6 The Licensor shall endeavour to be compatible with Open URL.

6.7 The Licensor shall do its utmost to be compatible with W3C standards.

6.8 The Licensor shall do its utmost to provide the descriptive metadata of the resource acquired under standard format as well as of metadata updates.

6.9 The Licensor will use all reasonable efforts to be compatible with TRANSFER³ code and practices.

6.10 Licensor shall submit its editorial policy in Romeo Sherpa concerning the deposit of materials in open Archives whether in self-archiving by the authors or as Open Access publications (<http://www.sherpa.ac.uk/romeo.php>).

6.11 The Publisher will permit the Subscribing Member to make cancellations and substitutions of the Licensed Material annually (only applicable for multi-years agreements).

6.12 Usage data of the Licensed Resource shall be collected every month by the Licensor and shared with Subscribing Member in compliance with the applicable privacy protection legislation and written provisions regarding the confidentiality of the parties. The data shall be available on the Internet on a site to be accessed by username and password. Shared usage data shall comply with the latest COUNTER release.

6.13 The Licensor grants Coordinator and Subscribing Members the right to change the Metadata format and to enrich it by adding content or links as needed to integrate it into all union catalogs (for example SUDOC and WoldCat) and the national knowledgebase BACON.

6.14. Information duty: The Licensor is committed to providing certificates evidencing intellectual property and commercial redistribution of the Licensed Resource.

The Licensor shall keep the Coordinator informed of any modification concerning the discontinuation of journals, by giving him the detailed and comprehensive list of the new journals available and of any journals withdrawn at a date agreed upon by the two parties.

Article 7. THE SUBSCRIBING MEMBER'S OBLIGATIONS

7.0.1 Only Authorized users shall be granted a password or any other access by Subscribing Member; he shall do his utmost to ensure that Authorized users do not disclose those passwords or other access modalities to a third party.

7.0.2 Subscribing Member shall provide the Licensor, via Licensor's Librarian Portal, with a valid list of IP addresses to be updated at intervals decided on and validated by the two parties.

7.0.3 Subscribing Member shall do its utmost, including by resorting, but without limitation, to secure sign-on, to ensure that only Authorized users are allowed to access the Licensed Resource.

7.0.4 If any usage of the Licensed Resource or any access to the resource is found to be contrary to the provisions of the Agreement, Subscribing Member shall inform the Licensor, take all feasible steps to put an end to the usage or access and shall help the Licensor to terminate these practices.

7.0.5 Subscribing Member shall not be held liable to the Licensor for failing to have any Authorized user fulfill the Agreement terms to the extent that Subscribing Member did not willfully or inadvertently facilitate or encourage this failure to perform nor allow such failure to continue after being actually notified.

7.1 Subscribing Member acknowledges that protecting the integrity of the Licensed resource provided by the Licensor, including limitations in reproduction, usage and dissemination such as laid out herein, and ensuring that the usage of the Licensed Resource is limited to Authorized users are important obligations. Subscribing Member recognizes the Licensor's right to monitor the access to and the usage of the Licensed Resource in order to detect its misuse and to inform Subscribing Member. In the event that an Authorized user misused some Licensed Resource in any manner, Subscribing Member, upon

³ https://www.uksg.org/sites/uksg.org/files/TRANSFER_Code_of_%20Practice_April08.pdf (20/05/2021)

the Licensor's request, shall terminate the Authorized user's access to the Licensed Resource. The Licensor shall not take action to terminate access to the Licensed Resource without giving Subscribing Member a prior 60-day notice to allow the latter to do its utmost in order to put an end to the misuse.

7.2 Subscribing Member shall do its utmost to notify Authorized users of any current intellectual property right or of any other right applying to the Licensed Resource. Subscribing Member shall do its utmost to prevent counterfeiting of any/all intellectual property right or any other infringing of the Licensor's rights related to the Licensed Resource. Subscribing Member shall account to the Licensor for any right counterfeit or infringement detected and shall contribute to taking appropriate action in order to avoid further offences.

Article 8. PRICES

8.1 Coordinator agrees to pay the Licensor for using the Licensed Resource as laid out in Appendix 1.

8.2 Payment terms

The Coordinator shall pay the fees to the Licensor within thirty (30) days from the invoicing date. In the event of payment default from the Subscribing Member at the date set by the French Public Purchasing Code effective recommendations of the full amount of the Licensor's invoice, the latter may suspend [the Subscribing Member's] access to the Licensed Resource until the unpaid amounts due under the invoice are paid.

If he wishes to contest in good faith any amount billed by the Licensor, the Coordinator shall give the Licensor written notice of his disagreement with all supporting documentation within ten (10) working days from the billing date, both the Subscribing Member and the Licensor undertaking to make reasonable efforts in order to solve and settle the dispute within ten (10) working days from the mail posting date.

Once the dispute solved and settled, the Coordinator shall pay the due amount within thirty (30) days from the dispute settlement.

8.3 Delayed payment

Any delayed payment shall impose penalty payments to the Licensor consequent to the General Conditions of Contract (CCAG) recommendations.

Article 9. DURATION AND TERMINATION

9.1. The Duration of the Agreement is 3 years from the 01/01/2021 and until the 31/12/2023.

9.2 This agreement may be terminated:

In their own right at any time by one or the other party in the event of failure to perform one of the obligations devolving upon the other party. Coordinator may claim compensation from the Licensor, in case of fault repeatedly performed by the Licensor, particularly in case of access failure over a period of 60 days or in case of absence of response from the Licensor following access failure.

The termination shall only be effective two weeks after the complainant has sent a registered letter with acknowledgement of receipt accounting for the claim, unless, during this period, the defaulting party has met its obligations or brought evidence of an impediment due to force majeure.

- On its own right in case of bankruptcy, without any compensation.
- On its own right in case of insolvency procedure, without any compensation, except if the judgment clearly allows the continuation of the holder's activity

In that case, Subscribing Member may accept the continuation of the contract during the period notified by the court decision or terminate the contract without compensation for the holder.

Subscribing Member reserves its right to terminate the Agreement with respect to the 2022 and 2023 renewal years according to the schedule mentioned in Appendix 2. if the budget has been significantly cut down due to decreasing financial support which the subscribing member relied on to pay the owed sums. In the case of order groupings, the amount corresponding to the subscribing member's part shall not be allocated over the other members of the order groupings but shall be deduced from the total bill.

9.3 Unauthorized Use

In the case of any unauthorized use of the Licensed Resource by Subscribing Member, the Licensor shall immediately inform Subscribing Member and the Coordinator. Access for the Subscribing Member may be suspended while the Licensor takes the necessary protection action. The Licensor shall immediately notify in writing Subscribing Member and the Coordinator. If the unauthorized use has not been addressed within sixty (60) days, the Licensor may terminate the License Agreement of Subscribing Member who did not solve the problem of unauthorized use.

9.4 Upon termination of the Agreement on material breach, online access to the Licensed Resource shall be withdrawn by Subscribing Member and its Authorized users.

Article 10. REPRESENTATIONS, WARRANTIES AND COMPENSATION

The Licensor shall not be held liable for any complaint, loss or responsibility due to errors, inaccuracies or other defects in the Licensed Resource or in any part due to any action or omission or (within the limits of the under current legislation) any negligence. THE TWO PARTIES EXPRESSLY EXCLUDE ALL LIABILITY FOR FAILING TO PERFORM ANY IMPLICIT OR EXPLICIT WARRANTY RELATED TO ANY TITLE TO THE PROPERTY, MARKETABLE QUALITY OR CONVENIENCE FOR A PARTICULAR PURPOSE. SIMILARLY, THE LICENSOR SHALL NOT BE HELD LIABLE FOR ANY PUNITIVE OR SPECIFIC, INCIDENTAL, DIRECT OR INDIRECT DAMAGE RESULTING FROM THE USE OF THE LICENSED RESOURCE.

Article 11. THE LICENSOR'S TRADEMARKS

11.1 Throughout the duration of the Agreement, all the publication titles licensed hereunder, as well as all trademarks, logos and colophon owned or licensed by the Licensor or its affiliates, that appear on the Licensed Resource, shall be published online as provided herein and may not be deleted nor modified by Subscribing Member or by its Authorized users.

11.2 The Licensor shall have the right to examine and approve any usage of the publication titles, trademarks, logos, colophon and titles to the property or legal advice provided by the Licensor related to the current publications or to the Licensed Resource, so as to ensure consistency with the above paragraph 7.1 and with the Licensor's quality standards.

11.3 All rights related to the publication titles, trademarks, logos, company name and colophon shall be expressly and exclusively reserved.

Article 12. GENERAL REGULATIONS

12.1 Subscribing Member may not transfer nor assign, directly or indirectly, all or part of the rights and obligations under this agreement without prior written consent by the Licensor. In the event of the Licensor's assignment to a Third party, the Licensor shall endeavour to ensure that the Third party performs the terms of the Agreement.

12.2 Force majeure: The Licensor's failure to perform any modality or term of the Agreement prevented by circumstances beyond its control such as, without exceptions, war, strikes, fires, floods, governmental restrictions, electricity cutoffs or damage to or destruction of computer networks or servers, shall not be considered as failure to perform the Agreement.

12.3 If one or several provisions of the Agreement are deemed null, illegal and inapplicable whatever the reason, such nullity, illegality or inapplicability shall not impact any other provision of the Agreement, which shall be interpreted as if those null, illegal or inapplicable provisions had never been part of it, unless the suppression of that or those provisions resulted in such a significant change that the transactions hereunder would considerably modify the overall economy of the contract.

12.4 Jurisdiction: The parties shall endeavour to reach a friendly settlement to their dispute. Possible disputes are resolved by French laws and regulations and jurisdiction shall fall to the Administrative Court of the Coordinator.

12.5 The License Agreement, including all attachments, appendices and additional documents, as well as all the documents specifically included (particularly instruction manuals and specification documents) constitute the entire agreement that has been reached between the parties. It supersedes and replaces all prior and simultaneous agreements, communications, proposals, orders, whether oral or written, reached between the parties with respect to the subject matter. The Subscribing Member acknowledges and affirms that he may not assign or transfer any of its rights or obligations under this License Agreement, except with prior written consent by the Licensor.

12.6 No modification or surrender of any provision of the Agreement shall be valid except under the form of an additional written contract signed by the authorized representatives of the Licensor and of [the Coordinator].

12.7 Any surrender of one of the provisions shall not be considered as a surrender of any other provision of the Agreement. Similarly, surrendering any failure to perform the agreement shall not be interpreted as uninterrupted surrender of other failures to perform the same or other provisions of the Agreement.

12.8 All sums owed by the Coordinator under the contract are VAT exclusive for sale and use. The withholding tax, value added tax or similar taxes, contributions and administrative deductions or others shall exclusively fall to the Coordinator.

In order to receive tax exclusive invoices, the Coordinator shall give the Licensor its VAT ID number and tax certificate, evidencing that the Coordinator is a company liable to pay VAT in its European country of residence.

All the notifications pursuant to the Agreement shall be given in writing and may be delivered personally, or shall be deemed received within the five (5) working days if sent by registered post with proof of receipt. One or the other party may occasionally change the shipping address by notifying it in writing to the other party.

If addressed to the Licensor:

FULL LEGAL NAME OF THE PUBLISHER OF DISTRIBUTOR

The American Association for the Advancement of Science
1200 New York Avenue, NW
Washington DC 20005
Attn. Office of Publishing

If addressed to Coordinator:

FULL LEGAL NAME OF THE ESTABLISHMENT

UNIVERSITE CLAUDE BERNARD LYON 1
43, Boulevard du 11 novembre 1918
69622 VILLEURBANNE CEDEX

12.9 This Agreement includes the following Appendices that shall be integral part of the Agreement:

- Appendix 1: Modalities and pricing conditions
- Appendix 2: List of contents of the Licensed Resource – Subscribed
- Appendix 3: Description of [the Subscribing Member's] website(s) and list of IP addresses
- Appendix 4: Text and Datamining License
- Appendix 5: Use of Licensed Resources in Theses or Dissertations

12.10 The agreement is drawn up in French and translated in English with both versions being equally valid.

Article 13: CONFIDENTIALITY

The parties shall comply with the European and French regulations on the freedom of information and more particularly with the provisions of the Code of conduct on the relations between the French administration and the general public. The parties acknowledge the confidentiality of the data pertaining to the exceptions duly mentioned in the French regulation in force concerning any potential damage to the financial interests of the holder and of business confidentiality.

Done in 4 original copies,

IN WITNESS WHEREOF, the parties have asked their duly authorized representatives to sign the Agreement, as of the date below.

Coordinator: ~~Docteur Prédent et par délégation~~ Wan A

Signature: Le Directeur Général des Services

Delegation _____

Name Pierre ROLLAND

Title: Directeur Général des Services

At [PLACE], on the: Villeurbanne

Date: 09/11/2021

Pierre ROLLAND

Licensor: _____

Signature: Emilie L David

Name: Emilie L David

Title: Dir. Copyright Licensing & Special Projects

Date: 10/24/2021

Appendix 1: Modalities and pricing conditions

The License agreement between the Coordinator and the Licensor is drawn for a duration of 3 years from the January 1, 2021 (hereinafter referred as « date of entry »).

A.1. License fee

A.1.1. The license fee payable to the Licensor for online access to the Licensed Resource as described in Appendix 2 is calculated as follows:

2021 Subscription Term Year: \$418,170.93
2022 Subscription Term Year: \$424,692.53
2023 Subscription Term Year: \$431,559.22

Consortium Discounts

10% Consortium discount. This discount is applied to all members of the consortium.

Multi-Title Discounts

• **Subscribe and save:** Institutions that subscribe to Science and an additional title will receive the following discounts (combinations vary):

Product Count	Discount	Example
Science + 1	-5%	Science + Science Signaling
Science + 2	-7%	Science + Science Signaling + Science Translational Medicine
Science + 3	-10%	Science + Science Signaling + Science Translational Medicine + Science Immunology
Science + 4	-15%	Science + Science Signaling + Science Translational Medicine + Science Immunology + Science Robotics

Transition Pricing

• **2021 price freeze.** Due to the impact of COVID-19 on library budgets worldwide, AAAS is locking in 2020 rates for existing subscriptions. Transition pricing will be calculated but overridden by the 2021 price freeze. For transitioning down institutions, there will be a -2.5% transition cap for 2021 only.

• **Year-on-year changes to pricing are restricted.** Realigning our pricing is a multi-year effort. Our goal is to have fair and transparent pricing for all our customers and to ensure our customers do not experience dramatic price changes from one year to the next.

For customers whose price change over the prior year falls outside our globally-applied change caps, the final renewal price will transition towards list price at a set percentage increase or decrease from the amount paid in 2020.

• **Change Caps.** For the 2022 and 2023 rate years, no institution will pay more than 2.5% above their previous year's price and no institution will pay less than their 2021 price.

• **List Price.** For institutions seeing year-on-year changes between 0% and 2.5%, the List Price (including all applicable discounts) will be the final amount due.

A.1.2 Prices are quoted tax-exclusive (see clause 12.8 of the license agreement)

A.1.3 Maximum annual increase

Renewal price increases for each subscribing member institution will be capped at 2.5% for 2022 and 2023 (renewal titles only, assuming there is no change in FTE).

A.1.4 *Science Advances*: Article Processing Charges

• For Subscribing Members, Licensor will honor a flat 7.5% discount on Article Processing Charges (APCs) for the duration of the agreement. Please visit <http://advances.sciencemag.org/> for more

information.

A.2. Catalogue of titles intended for members

The Licensor draws up a list of the titles subscribed by each Subscribing Member. The list shall be sent approximately four months prior to the expiration date for each year of the Agreement.

A.3. Fee payment

A.3.1. The payment of a fee as described in clause A.1 authorizes Coordinator's website (s) as listed in Appendix 3, online access to the resources listed in Appendix 2.

A.3.2. All fees shall be directly invoiced to the Coordinator by the Licensor

A.5. Interrupted publications

[...]

A.6. New publications and integration of publications from other catalogues

[...]

A.7. Subscribing years

[...]

A.8. Unsubscribing

[...]

A.10 Discounted price on print subscriptions (DDP)

[...]

APPENDIX 2. List of the Contents of the Licensed Resource and Subscription Duration– Subscribed

Journal name	Contracted chronological coverage	Journal's Chronological coverage	Topic category	Topic subcategory	ISSN	Electronic ISSN	URL
Science (1997-current)	1997	1997-current	Multidisciplinary science	Multidisciplinary Research	0036-8075	1095-9203	https://science.sciencemag.org/
Science Translational Medicine	2009	2009-current	Translational medicine	Medicine and Health Sciences	1946-6234	1946-6242	https://stm.sciencemag.org/
Science Signaling	1999	1999-current	Signal Transduction and Cellular behavior	Physico-Mathematical and Ground Sciences	1945-0877	1937-9145	https://stke.sciencemag.org/
Science Classic	1880-1996	1880-1996	Multidisciplinary science	Multidisciplinary Research	N/A	1095-9203	http://scienceclassic.org
Science Immunology	2016-current	2016-current	Medical and Health Sciences	Immunology	N/A	2470-9468	https://immunology.sciencemag.org
Science Robotics	2016-current	2016-current	Engineering	Robotics	N/A	2470-9476	https://robotics.sciencemag.org/

Subscription Year 2021: January 1st, 2021 – December 17th, 2021

Subscription Year 2022: December 24th, 2021 – December 16th, 2022

Subscription Year 2023: December 23rd, 2022 – December 15th, 2023

A Subscribing Member who opts not to renew in 2022 or 2023 must provide Publisher with notice of their intent not to renew before the end of the then current Subscription Year. In such case the Subscribing Member shall have access through December 31st of the then current calendar year. For example, a Subscribing Member with a subscription for 2021 who elects not to renew for 2022 must provide notice to the Publisher before December 17, 2021. Their access to the Licensed Material will continue through December 31, 2021 and then cease.

APPENDIX 3: List of Subscribing Members

The following establishments shall access the Licensed Resource as described in Appendix 2.

Etablissement	Adresse	Contact	IP début	IP fin
Aix-Marseille Université	Aix-Marseille Université Jardins du Pharo 58 Boulevard Charles Livon 13284 Marseille cedex 7	Isabelle Gras isabelle.gras@univ-amu.fr	Proxy 139.124.244.81 VPN 147.94.132.50 147.94.136.50	
Agence nationale de sécurité sanitaire de l'alimentation (ANSES)	ANSES 14 rue Pierre et Marie Curie 94701 Maisons-Alfort cedex	Sophie Guitton sophie.guitton@anses.fr	37.58.186.129	
Bibliothèque nationale de France	Bibliothèque nationale de France quai François Mauriac 75706 Paris cedex 13	Marie-Dominique Loret, Marie-Dominique.loret@bnf.fr, Sophie Brezel sophie.brezel@bnf.fr	194.199.4* 194.199.5* 194.199.3.13 194.199.3.32	
CEA Paris-Saclay	CEA Paris-Saclay 91191 Gif-sur-Yvette cedex	Annie Le Blanc annie.le-blanc@cea.fr	Classe B 132.165.** 132.166.** 132.167.** 132.168.** 132.169.** Classe C 138.102.28.* 147.173.211-215.* 157.136.15.* 157.136.76-77.* 157.136.72.* 192.93.44.* 192.93.218.* 192.134.27.* 192.134.36-37.* 192.134.149.* 192.134.221-222.* 193.48.10-23.* 193.48.114-115.* 193.49.216-219.* 193.50.0-3.* 193.50.160.9-40 193.52.24.128-255 194.57.213-214.* 194.167.171.* 194.167.174-175.* 194.167.191-193.* 194.254.176-182.* 194.255.180.* 195.83.221-224.* 195.220.63.* Isolated 193.48.108.36 193.48.108.37 193.48.108.43 193.48.108.45 193.48.108.196 193.48.108.199 193.48.108.200 193.48.108.218 VPN Server 192.54.209.32 192.54.209.42 193.48.18.42 193.48.18.43 193.48.18.44	

CIRAD	CIRAD DGDRS – DIST – Bibliothèques TA 183/05 Avenue Agropolis 34398 Montpellier Cedex 4	Myren Rouly myren.rouly@cirad.fr	192.134.52.* 192.134.54.* 193.50.66.* 193.51.112.* 193.51.113.* 193.51.114.* 193.51.115.* 193.51.118.* 193.51.119.* 193.54.56.* 193.55.115.* 194.167.103.* 194.167.194.* 194.199.235.* 194.199.236.* 194.254.138.* 195.221.169.* 195.221.171.* 195.221.172.* 195.221.173.* 195.221.174.* 195.221.175.*	
Ecole normale supérieure	Ecole normale supérieure 45, rue d'Ulm 75230 Paris Cedex 04	Gilles Sosnowski gilles.sosnowski@ens.psl.eu	129.199.**	
Ecole normale supérieure Paris-Saclay	Ecole normale supérieure Paris-Saclay 4 avenue des sciences – CS 30008 91192 Gif-sur-Yvette cedex	Martine Coppet Martine.coppet@ens-paris-saclay.fr	195.221.160.4 195.221.160.186 138.231.195.0:138.231.235.255 138.231.176.8 138.231.0.0:138.231.127.255 138.231.178.13	
École polytechnique	École polytechnique Route de Saclay 91128 Palaiseau cedex	Denis Roura denis.roura@polytechnique.edu	129.104.**	
École normale supérieure de Lyon	Ecole normale supérieure de Lyon 15, Parvis René Descartes 69342 Lyon Cedex 7	Sylvie-Anne Pralus sylvie-anne.pralus@ens-lyon.fr	140.77.0.0 140.77.52.0 140.77.168.0 EzProxy 140.77.168.36 Metalib 140.77.168.28	140.77.50.255 140.77.165.255 140.77.255.255
École supérieure de physique et de chimie industrielles de la ville de Paris (ESPCI)	ESPCI Paris 10 rue Vauquelin 75231 Paris cedex 04	Catherine Kounelis Catherine.kounelis@espci.fr	193.54.(80-90).*	
Groupe des écoles nationales d'économie et statistique (GENES)	GENES - Groupe des écoles nationales d'économie et statistique Campus Paris-Saclay 5, avenue Henry Le Chatelier 91120 Palaiseau	Jean-Luc Duval jl.duval@ensai.fr, Sidonie Richon sidonie.richon@ensae.fr	195.221.82.2 193.248.53.129 195.220.86.0/24 / 195.220.86-86.0-24 ; 195.220.86.0-24 ; 195.220.86.253	195.221.82.126

Gustave Roussy	UNICANCER / Gustave Roussy 114, rue Édouard-Vaillant 94805 Villejuif Cedex	Alexia Nerfie Alexia.nerfie@gustaveroussy.fr	194.167.111.61	
Ifremer	IFREMER Bibliothèque La Pérouse 15, rue Dumont d'Urville 29280 Plouzané	Agnès Vitel-Tyson Agnès.Vitel.Tyson@ifremer.fr, aboblp@ifremer.fr	134.246.000.000	134.246.255.255
Institut national de recherche pour l'agriculture, l'alimentation et l'environnement (INRAE)	INRAE 147 Rue de l'Université 75338 Paris Cedex 07	Kareen Louembe Kareen.Louembe@inrae.fr		
INSEAD	INSEAD Boulevard de Constance 77305 Fontainebleau	Cécile Maciulis cecile.maciulis@insead.edu	103.101.238.0 185.216.92.0	103.101.238.255 185.216.95.255
Inserm	Inserm 101 rue de Tolbiac 75654 Paris cedex 12	Michel Pohl michel.pohl@inserm.fr	193.54.110.61	
Institut de l'Information Scientifique et Technique (INIST)	Institut de l'Information Scientifique et Technique (INIST) 2 rue Jean Zay CS 10310 54519 Vandoeuvre les Nancy cedex	Catherine Fournier catherine.fournier@inist.fr	193.54.110.52 193.54.110.55 193.54.110.57 193.54.110.54 193.54.110.59 193.54.110.53 193.54.110.51	
Institut de radioprotection et de sûreté nucléaire (IRSN)	L'Institut de radioprotection et de sûreté nucléaire (IRSN) DTR/D2MC2/SEARCH 31 avenue de la Division Leclerc BP n°17 92262 Fontenay-aux-Roses cedex	Myriam Dulor IRSN/DTR/D2MC2/SEARCH myriam.dulor@irsn.fr	81.194.12.17-18	

Institut de recherche pour le développement (IRD)	Institut de recherche pour le développement (IRD) Le Sextant 44, Boulevard de Dunkerque 13572 Marseille Cedex 02	Francine Delmas francine.delmas@ird.fr	103.13.88.164 119.17.202.142 14.248.85.150 152.231.91.222 186.5.51.18 189.23.120.98 192.136.55.* 193.050.206.3 193.050.206.4 193.050.206.5 193.49.230.5 193.51.185.25 193.51.249.* 193.55.4.* 194.167.144.* 194.167.239.* 194.214.214.* 194.214.55.13 196.1.98.* 196.2.86.198 196.200.54.50 196.47.172.169-170 202.22.141.95	
Institut Laue Langevin (ILL)	Institut Laue - Langevin (ILL) 71, avenue des Martyrs - CS 20156 38042 Grenoble cedex 9	Sophie Rio rio@esrf.fr	160.103.208.60 160.103.208.6 193.49.43.123 195.83.126.10 193.49.43.132 193.49.43.133 193.49.43.206	
Institut national polytechnique de Toulouse (INP Toulouse)	Institut national polytechnique de Toulouse 6 Allée Emile Monso BP 34038 31029 Toulouse Cedex 4	docelec@listes-diff.inp-toulouse.fr	137.129.13.92 147.127.** 193.48.178.* 193.48.203.* 193.49.120.* 193.49.128.* 193.50.189.* 193.50.45.188 193.51.2.* 194.167.203.* 194.254.144.* 194.254.211.* 195.221.130.* 195.221.204.* 195.221.205.* 195.221.206.* 195.83.103.* 195.83.104.* 195.83.105.* 195.83.106.* 195.83.231.* 2001:660:6603::/48 84.14.11.202	
Institut Pasteur	Institut Pasteur 25-28 rue du Docteur Roux 75724 Paris Cedex 15	Sandrine Royer-Devaux sandrine.royer-devaux@pasteur.fr	157.99.0.0	157.99.255.255

Museum national d'Histoire naturelle (MNHN)	Museum national d'Histoire naturelle 57 rue Cuvier, 75005 Paris	Hélène Keller, helene.keller@mnhn.fr	62.193.39.195 62.193.50.121 62.193.50.232 62.193.55.106 62.193.55.24 95.141.102.54 192.134.151.170 192.134.152.* 192.134.154.* 192.134.155.* 193.54.201.* 193.54.202.* 194.254.72.* 194.254.73.* 194.254.74.* 194.254.75-76.*	
OCDE	OCDE 2 rue André Pascal 75016 Paris	Christophe Turpin Christophe.turpin@oecd.org	78.41.(128-130),(0-255) 78.41.(135-135),(246-246)	
Université de Strasbourg	Université de Strasbourg 4 rue Blaise Pascal CS 90032 67081 Strasbourg Cedex	Julia Chazot jchazot@unistra.fr	130.79.37.52 130.79.168.107	

<p>Université de Bordeaux</p>	<p>Université de Bordeaux 35 place Pey Berland 33000 Bordeaux</p>	<p>Catherine Marc, catherine.marc@u-bordeaux.fr</p>	<p>134.158.112-119.* 147.210.4.* 147.210.8-12.* 147.210.16-17.* 147.210.20-28.* 147.210.30.25 147.210.31-34.* 147.210.36.* 147.210.37.0-31 147.210.38-39.* 147.210.40.* 147.210.41.* 147.210.42.* 147.210.43.* 147.210.44.* 147.210.45.* 147.210.50-61.* 147.210.64.129-255 147.210.67.* 147.210.68.0-63 147.210.68.176-255 147.210.69-71.* 147.210.80-83.* 147.210.86-89.* 147.210.94-95.* 147.210.102-106.* 147.210.108.* 147.210.110-112.* 147.210.114.* 147.210.115.160-191 147.210.116.0-159 147.210.116.192-255 147.210.120-121.* 147.210.126.16-31 147.210.128-129.* 147.210.130.128-255 147.210.131.* 147.210.143.0-15 147.210.143.48-63 147.210.148.* 147.210.150-151.* 147.210.154.* 147.210.156-157.* 147.210.160-162.* 147.210.164.* 147.210.166-167.* 147.210.175-177.* 147.210.179.0-64 147.210.179.70-255 147.210.180-181.* 147.210.184.* 147.210.188.* 147.210.190.* 147.210.201.128-255 147.210.202.* 147.210.204.0-127 147.210.204.192-255 147.210.205.* 147.210.209.0-63 147.210.213-215.* 147.210.217.0-255 147.210.224-225.* 147.210.227.* 147.210.229.* 147.210.231.* 147.210.235-240.* 193.50.100-103.* 193.50.104.0-63 193.50.104.80-255 193.50.105.0-255 193.51.8.* 193.55.208-211.* 194.167.116-131.* 194.199.219.* 195.221.151-152.*</p>
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Université de Lille	Université de Lille Siège 42 rue Paul Duez 59000 Lille	Laurence Sunyach, Laurence.sunyach@univ-lille.fr	194.254.129.28 194.254.129.29	
Université de Montpellier	Université de Montpellier 163 rue Auguste Broussonnet 34090 Montpellier	Muriel Soulie muriel.soulie@montpellier.fr Ghislaine Tichit ghislaine.tichit@montpellier.fr	194.57.207.215 193.51.154.001 193.51.155.001 193.51.155.101 193.51.155.210 193.51.155.230 193.51.156.001 193.51.157.001 193.51.159.001 193.51.162.001 193.51.163.001 194.214.162.001 195.83.172.001 195.83.174.001 195.83.175.001 195.83.176.001 162.38.0.0 193.48.221.001 193.49.104.0 193.49.105.0 193.49.106.0 193.49.107.0 193.49.108.0 193.49.109.0 193.49.110.0 193.52.27.0 194.199.227.0 194.199.228.0 194.199.229.0 194.199.230.0 194.199.231.0 194.199.232.0 194.199.233.0 194.199.234.0 194.254.111.0 194.254.112.0 194.254.113.0 194.254.114.0 194.254.115.0 195.220.87.0 195.220.230.0 195.220.237.0	194.57.207.215 193.51.154.255 193.51.155.100 193.51.155.209 193.51.155.229 193.51.155.255 193.51.156.255 193.51.157.255 193.51.159.255 193.51.162.255 193.51.163.255 194.214.162.255 195.83.172.255 195.83.174.255 195.83.175.255 195.83.176.255 162.38.255.255 193.48.221.31 193.49.104.255 193.49.105.255 193.49.106.255 193.49.107.255 193.49.108.255 193.49.109.255 193.49.110.255 193.52.27.255 194.199.227.255 194.199.228.255 194.199.229.255 194.199.230.255 194.199.231.255 194.199.232.255 194.199.233.255 194.199.234.255 194.254.111.255 194.254.112.255 194.254.113.255 194.254.114.255 194.254.115.255 195.220.87.255 195.220.230.255 195.220.237.255
Université de Paris	Université de Paris 85, boulevard Saint-Germain 75006 Paris	Céline Dubois celine.dubois@u-paris.fr	195.220.128.226	
Université de Tours	Université de Tours 60 rue du Plat d'Étain BP 12050 37020 Tours cedex 0	Anne Slomovici anne.slomovici@univ-tours.fr	193.52.208.0 193.52.220.0	193.52.215.255 193.52.223.255
Université Grenoble Alpes	Université Grenoble Alpes CS40700 38058 Grenoble cedex 9	Laurent Perrillat laurent.perrillat@univ- grenoble-alpes.fr	130.190.247.194 130.190.247.195 130.190.247.198 130.190.247.199 130.190.247.204 130.190.247.205	

Université Toulouse III Paul Sabatier	Université Toulouse III – Paul Sabatier 118 route de Narbonne 31062 Toulouse cedex 069	Pierre Naegelen pierre.naegelen@univ-tlse3.fr	130.120.** 140.93.** 141.115.** 147.99.100.66 193.48.0.* 193.48.56.* 193.48.8.* 193.48.176-177.* 193.48.191.* 193.49.32.* 193.49.42.* 193.50.43.* 193.50.76.2-27 193.50.93.129-255 193.51.132-133.* 193.52.3.* 193.52.224-225.* 193.54.213.* 193.54.228.* 194.57.185.65-67 194.57.185.100 194.57.222-225.* 194.167.94-95.* 194.199.54-56.* 194.199.146.* 194.199.150-151.* 194.214.175-198.* 195.83.11.174 195.83.11.188 195.83.20-23.* 195.83.102.* 195.83.132.* 195.98.233.66 195.220.38-61.* 195.220.93.* 195.221.88-95.* 195.221.129.* 194.167.140.7	
Université Claude Bernard Lyon 1	43, Boulevard du 11 novembre 1918 69622 Villeurbanne cedex	Karine Delvert karine.delvert@univ-lyon1.fr	134.214.188.171 134.214.188.172	

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3. SECURITY.

- a. Subscribing Member agrees to implement and maintain adequate and effective data security systems and measures, in line with international industry standards and best practice, to protect the security of the Licensed Materials from unauthorized disclosure or use.
- b. Should either Publisher or Subscribing Member become aware of abuses of the Licensed Resources emanating from any of Licensee's locations, the party aware of such abuse will notify the other, and both parties will cooperate in locating and attempting to stop the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, Publisher has the right to suspend rights granted to the Member in this APPENDIX 4 and discontinue access to the Licensed Resources until a remedy can be implemented.

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5. POST TERMINATION OBLIGATIONS. Provided the termination is not due to breach by Subscribing Member, Subscribing Member shall have 30 days from the effective date of

termination to complete TDM work on full text articles downloaded pursuant to the rights granted in this APPENDIX 4, after which the Subscribing Member, upon Licensor's request, shall destroy all copies of full text articles from the Licensed Resources that were created pursuant to the terms of this APPENDIX 4, unless necessary for purposes of reproducibility.

6. **FEE.** There is no additional charge for the TDM rights granted herein provided the scope of the TDM remains purely non-commercial as defined above and for as long as the Subscribing Member maintains a subscription to the Licensed Resources being mined.

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